



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,
v.
JOHN B. OHLE III

FILED

NOV 25 2008
Nov 25. 2008
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

No. 08 CR 934-1
Magistrate Judge Susan E. Cox

FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on November 19, 2008, and for and in consideration of bond being set by the Court for defendant JOHN B. OHLE III in the amount of \$1,250,000, being partially secured by real property, **JOHN B. OHLE III AND PATRICIA D. OHLE, GRANTOR(S)** hereby warrant and agree:

1. JOHN B. OHLE III AND PATRICIA D. OHLE warrant that they are the sole record owners and titleholders of the real property located at 104 Sunset Ridge Lane, Santa Rosa Beach, Florida, and described legally as follows:

LOT 11, ROSE GARDEN MEWS AT WATERCOLOR,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT
BOOK 14, PAGES 28 AND 28A, OF THE PUBLIC RECORDS OF
WALTON COUNTY, FLORIDA.

Assessor's Parcel Number: 153S19254000000110

JOHN B. OHLE III AND PATRICIA D. OHLE warrant that there are two outstanding mortgages against the subject property and that their equitable interest in the real property approximately equals \$800,000.

2. JOHN B. OHLE III AND PATRICIA D. OHLE agree \$800,000 of their equitable interest in the above-described real property, may be forfeited to the United States of America, should the defendant JOHN B. OHLE III fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. JOHN B. OHLE III AND PATRICIA D. OHLE further understand and agree that, if the defendant JOHN B. OHLE III should violate any condition of the Court's release order, and their equity in the property is less than \$800,000 they will be liable to pay any negative difference between the bond amount of \$1,250,000 and their equitable interest in the property, and JOHN B. OHLE III AND PATRICIA D. OHLE hereby agree to the entry of a default judgment against them for the amount of any such difference. JOHN B. OHLE III AND PATRICIA D. OHLE have received a copy of the Court's release order and understand its terms and conditions. Further, the sureties understand that the only notice they will receive is notice of court proceedings.

3. JOHN B. OHLE III AND PATRICIA D. OHLE further agree to execute a quitclaim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. JOHN B. OHLE III AND PATRICIA D. OHLE understand that should defendant JOHN B. OHLE III fail to appear or otherwise violate any condition of the Court's order of release, the United States may obtain an order from the Court authorizing the United States to file and record the above-described deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligation arising from a breach of the bond.

4. JOHN B. OHLE III AND PATRICIA D. OHLE further agree that they will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish their interest therein, including any effort to sell or otherwise convey the property without leave of Court. Further, JOHN B. OHLE III AND PATRICIA D. OHLE have executed a release in favor of the United States so it can be verified that all obligations relating to the property are paid currently.

5. JOHN B. OHLE III AND PATRICIA D. OHLE further understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond set for defendant JOHN B. OHLE III they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. JOHN B. OHLE III AND PATRICIA D. OHLE agree that the United States shall file and record a copy of this Forfeiture Agreement with the Walton County Clerk's Office as notice of encumbrance in the amount of the bond.

6. JOHN B. OHLE III AND PATRICIA D. OHLE hereby declare under penalty of perjury that they have read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.

Date: 11/19/08

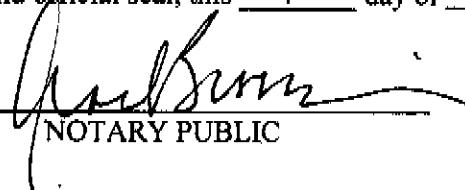

JOHN B. OHLE III

Date: 11-19-08


PATRICIA D. OHLE
Surety/Grantor

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **John B. Ohle III and Patricia D. Ohle**, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 19th day of November, 2008


NOTARY PUBLIC

Commission expires _____, Notary Public.



Return to:

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